
UDOT

Owner Controlled Insurance Program

(OCIP) Manual

8th Edition

TABLE OF CONTENTS

I. Insurance Administration	<u>Page</u>
Introduction	3
Administration Directory	4
Definitions	5
Summary of Coverages	6
OCIP-Provided Coverages	7
Contractor/Subcontractor Insurance Requirements	12
Contractor/Subcontractor Responsibilities	14
Administration of the OCIP	15
Addendum to Contract/Subcontract Agreements	16
 II. Claims	
Claims Administration Introduction	18
Claims Directory	19
Claims Procedures	21
Lawsuit or Citation Procedures	23
 III. Loss Control Plan	24
Safety Overview	29
 IV. OCIP Enrollment Information	
OCIP Enrollment Form	30
Appendix A; worker's compensation exclusion endorsement sample	31
Appendix B; general liability exclusion endorsement sample	32

INTRODUCTION

This manual identifies, defines, and assigns responsibilities related to the administration of the Owner-Controlled Insurance Program (OCIP) for UDOT.

This manual:

- ◆ Describes the OCIP and details the insurance-related responsibilities of the various parties involved.
- ◆ Provides a basic understanding of the OCIP structure and operation, with an overview of coverage provided by the OCIP and guidelines for carrying out specific administrative and audit procedures.
- ◆ Provides answers to questions that are likely to arise during the course of the projects. Because it is impossible to anticipate every question or situation that may arise, the directory lists those involved in the administration of the OCIP and their areas of expertise. Please feel free to call with any questions.
- ◆ Will be updated as changes dictate during the course of this project.
- ◆ Does not and is not intended to provide coverage interpretations. The terms and conditions of the policies alone govern how coverage is applied.

ADMINISTRATION DIRECTORY

SPONSOR:

State of Utah
Utah Department of Transportation
4501 South 2700 West
Salt Lake City, Utah 84114

Risk Manager: Warren Grames
Email: wgrames@utah.gov

Phone #: (801)965-4272
Fax #: (801)965-4838

OCIP ADMINISTRATOR:

Willis Insurance Brokerage of Utah
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, Utah 84121

Phone #: (801)453-0010
Fax #: (801)942-6203

Program Manager: Bruce E. Dennis
Email: bruce.dennis@willis.com

Phone #: (801)424-7039

Program Administrator: Tonya Gallegos
Email: tonya.gallegos@willis.com

Phone #: (801)424-7038

SAFETY & LOSS CONTROL:

Willis Insurance Brokerage of Utah
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, Utah 84121

Safety Manager: John Ritter
Email: john.ritter@willis.com

Phone #: (801)424-7037
Fax #: (801)942-6203
Cellular #: (602)510-1849

Safety Director: Sherwood Kelly

Phone #: (615)872-3451
Fax #: (615)872-3466

Zurich Insurance Brokerage
346 W Jamison Place, Unit 67

Phone #: (720)283-0850
Fax #: (720)283-7958

Art Westmoreland
Email: awestmoreland@ggriskmgtconsultans.com

Phone #: (801)280-6084
Fax #: (801)280-6094
Cellular #: (801)455-8729

John Babel, Construction Risk Engineer:
Email: john.babel@zurichna.com

Cellular #: (303)598-8231

DEFINITIONS

Certificate of Insurance	Written evidence of the existence of coverage terms of a particular insurance policy.
Insured	UDOT, State of Utah, eligible Contractors and Subcontractors of any tier who are properly enrolled in the OCIP and who have been named in a policy, certificate of insurance, or evidence of insurance signed by a duly authorized representative of the Insurers.
Insurers	American Zurich Insurance Co, Workers' Compensation; Zurich American Insurance Co, General Liability; American International Specialty Lines Inc. Co., Contractors Pollution Liability; DPIC, Architects and Engineers Errors and Omissions; Underwriters at Lloyds of London, Excess Coverage; London Underwriters, Railroad Protective; and Zurich American Insurance Co, Builders' Risk.
OCIP Administrator	Willis Insurance Brokerage of Utah 2890 East Cottonwood Parkway, Suite 350 Salt Lake City, Utah 84121
Project Site	That area described in the construction contract documents including the area available for contractor operations, access routes, right-of ways, and approved additional sites necessary or incidental thereto in connection with the work at or emanating from the project site. The OCIP does not cover suppliers, vendors, materials dealers, guard services, janitorial services, truckers and "owner/operators" whose employee(s) perform no on-site work or are engaged solely in the loading, unloading, stocking, testing or hauling of equipment, supplies or materials (including trucking to the project where delivery is the only scope of work performed). These are examples of ineligible contractors.
Owner-Controlled Insurance Program (OCIP)	The Program under which Workers' Compensation, Employer's Liability, Commercial General Liability, Builders' Risk, Professional Errors & Omissions Liability, Contractors' Pollution Liability, Railroad Protective Liability, and Excess Liability are procured or provided on a project "wrap-up" basis is for eligible contractors/subcontractor(s) of any tier, who have been properly enrolled, while performing operations at the Project Site.

SUMMARY OF COVERAGES

Project Provided Coverages

UDOT, at its sole expense, has implemented an Owner-Controlled Insurance Program (OCIP) to furnish certain insurance coverages as respects on-site activities. The OCIP will be only for the benefit of UDOT and Contractor/Subcontractor(s) of all tiers who have been properly enrolled in the OCIP program. Such coverage applies only to work performed under the agreement at the Project Site. All participants must provide their own insurance for off-site activities. The OCIP does not cover suppliers, vendors, materials dealers, guard services, janitorial services, truckers (including trucking to the project where delivery is the only scope of work performed), and other temporary project services, these are considered ineligible contractors.

While the OCIP is intended to provide broad coverages and high limits, the OCIP is not intended to meet all the insurance needs of a Contractor/Subcontractor. We recommend that each contractor/ Subcontractor discuss the OCIP with their insurance agent or consultant to assure that other proper coverages are maintained.

SPECIAL NOTE:

A Contractor/Subcontractor who has otherwise completed its work at the Project Site and whose insurance as provided by UDOT's OCIP has been terminated, who returns to the site to perform warranty type work does so under its own insurance coverages and not under those provided by UDOT's OCIP.

OCIP PROVIDED COVERAGE

I. Workers' Compensation and Employer's Liability Insurance (American Zurich Insurance)

Scope of Coverage

A. Operations -- Work of enrolled contractors/subcontractors of any tier performed at the Project Site.

B. Insured -- enrolled Contractors and Subcontractors of any tier.
(Each enrolled Contractor/Subcontractor will be issued a policy).

C. Limits

1. Workers' Compensation
Statutory

2. Employer's Liability
\$1,000,000 Each Employee -- Bodily Injury by Accident
\$1,000,000 Each Employee -- Bodily Injury by Disease
\$1,000,000 Bodily Injury
by Accident or Disease -- Any One Accident

D. Contractors' Assessment \$200 per claim or the actual cost of the claim,
whichever is less will be assessed.

Effect on Future Experience Modifications:

All premium and loss experience incurred by each enrolled Contractor/Subcontractor will be reported to NCCI or other appropriate authority, and used in the normal manner for calculating future experience modifiers.

OCIP PROVIDED COVERAGE

- II. Commercial General Liability (Zurich American Insurance)
Provides coverage for Bodily Injury, Property Damage, Personal Injury and Products and Completed Operations (Completed Operations has a 5-year extension).

Scope of Coverage

A.	Operations	Work of enrolled contractors/subcontractors of any tier performed at the Project Site.	
B.	Insureds	UDOT, State of Utah, enrolled Contractor and Subcontractors of all tiers.	
C.	Limits	\$2,000,000	Bodily Injury & Property Damage Combined Single Limit.
		\$10,000,000	General Aggregate
		\$ 6,000,000	Products and Completed Operations Aggregate
D.	Contractors' Assessment	\$5000.00 per claim or the actual cost of the claim, whichever is less, will be assessed.	

Note: The enrolled Contractor(s) and/or Subcontractor(s) of any tier agree that UDOT will withhold from the Contractor(s) a sum equal to the amount of any covered loss under the policy caused by the Contractor(s) or its Subcontractor(s), but not to exceed the applicable Contractor(s)/Subcontractor(s) assessment. That sum shall be assessed to the Contractor(s) causing the damage as determined by the Insurer and shall become the property of UDOT.

OCIP PROVIDED COVERAGE

III. Excess General Liability Insurance (Lloyds of London)

Liability coverage in excess of Primary Commercial General Liability & Employer's Liability.

Scope of Coverage

A. Operations	Work of enrolled contractors/subcontractors of any tier Performed at the project site.	
B. Insureds	UDOT, State of Utah, enrolled Contractors and Subcontractors of all tiers.	
C. Limits	\$50,000,000	Each Occurrence for all Insureds
	\$50,000,000	Aggregate for all Insureds
D. Contractors' Assessment	None	

IV. Professional Errors & Omissions Liability (DPIC)

Liability coverage for Negligent Acts, Error or Omissions of the Insureds who have provided Professional services for the UDOT OCIP.

Scope of Coverage

A. Operations	Work done in conjunction with the UDOT OCIP by enrolled Design and Consulting Engineers, Project and Construction Managers and Subconsultants.		
B. Insured	UDOT, Enrolled Contractor, Design and Consulting Engineers, Project and Construction Managers and Subconsultants. (See policy for complete description of "insured.")		
C. Limits-Project Term	\$25,000,000	Claim	
	\$50,000,000	Aggregate	
D. Consultants' Assessment	\$50,000 per claim		

OCIP PROVIDED COVERAGE

V. Contractors' Pollution Liability (American International Specialty Lines Ins. Co.)

Coverage for Liability arising from pollution releases during construction or remediation work.

Scope of Coverage

A.	Operations	Work done in conjunction with a UDOT OCIP Project by enrolled Contractors and Subcontractors of any tier.	
B.	Insured	UDOT, State of Utah, enrolled Contractors and Subcontractors of any tier.	
C.	Limits - Project Term	\$10,000,000	per Occurrence
		\$10,000,000	Aggregate
D.	Policy Deductible	\$50,000	per Occurrence
E.	Contractors' Assessment	\$5,000	per Occurrence

Note: The Contractor(s) and/or Subcontractor(s) of any tier agree that UDOT will withhold from the Contractor(s) a sum equal to the amount of any covered loss under the policy caused by the Contractor(s) or its Subcontractor(s), but not to exceed the applicable Contractor(s)/Subcontractor(s) assessment. That sum shall be assessed to the Contractor(s) causing the damage as determined by the Insurer and shall become the property of UDOT.

OCIP PROVIDED COVERAGE

VI. Builders' Risk (Zurich American Insurance Co)

All Risk coverage to protect against physical loss or damage to work or any part thereof, including transit.

Scope of Coverage

A.	Operations	Work done by enrolled Contractors/Subcontractors of any tier in respect of a UDOT OCIP Project.	
B.	Insured	UDOT, the State, enrolled Contractors/Subcontractors of any tier.	
C.	Limits	\$50,000,000	Project Limit per occurrence subject to various sublimits. Coverage includes Earthquake and Flood sublimits of \$25,000,000 per occurrence. \$250,000 deductible each loss for earthquake and flood.
D.	Contractor Assessment	\$25,000 per occurrence	

VII. Railroad Protective - If required

Liability coverage for railroad companies.

Scope of Coverage

A.	Operations	Work of any enrolled Contractor/Subcontractor performed on the Project Site.	
B.	Insureds	All affected railroads	
C.	Limits	\$5,000,000 \$10,000,000	Occurrence in the Aggregate

CONTRACTOR / SUBCONTRACTOR INSURANCE REQUIREMENTS
UNDER "OWNER-CONTROLLED INSURANCE PROGRAM"
(UDOT's Contract Agreement)

Certain insurance covering operations on the Project Site are provided pursuant to an Owner-Controlled Insurance Program ("OCIP"). The OCIP provides Builders' Risk, Professional Errors & Omissions Liability, Contractors' Pollution Liability, Railroad Protective Liability, Workers' Compensation, Employer's Liability, Commercial General Liability, and Excess Liability coverages for on-site operations of all tiers of enrolled Contractors/Subcontractors. Enrolled Contractors and Subcontractors shall cause their Workers' Compensation and Employer's Liability policy to be endorsed with Designated Workplace Exclusion Endorsement (see appendix A) and their Commercial General Liability Policies to be endorsed with an Exclusion - Designated Work Endorsement (see appendix B) to exclude operations on this Project Site from its coverage. Regardless of OCIP enrollment status, prior to entrance on Project Site, Contractor shall obtain the insurance set out in this exhibit from a company or companies acceptable to UDOT as follows:

1. WORKERS COMPENSATION INSURANCE (For Off-Site Operations)
 - 1.1 Contractor, subcontractors and sub-subcontractors shall provide, at their own expense, Workers' Compensation Insurance to cover full liability under the Workers' Compensation Laws of the jurisdiction in which the Project is located at the statutory limits required by said jurisdiction's laws.
2. EMPLOYER'S LIABILITY INSURANCE (For Off-Site Operations)
 - 2.1 Contractor, subcontractors and sub-subcontractors shall provide, at their own expense, Employer's Liability Insurance with the following minimum limits of liability:

\$100,000	Each Accident
\$500,000	Disease-Policy Limit
\$100,000	Disease-Each Employee
3. COMMERCIAL GENERAL LIABILITY INSURANCE (For Off-Site Operations)
 - 3.1 Contractor shall provide, at their own expense, Commercial General Liability Insurance, on an "occurrence basis", including insurance for operations, independent contractors, products/completed operations, and contractual liability specifically designating the Indemnity provisions of this Contract Agreement as an insured contract on the Certificate of Insurance. Such Commercial General Liability Insurance must be endorsed with a Broad Form Property Damage Endorsement (including Completed Operations) and afford coverage for explosion, collapse and underground hazards. The insurance required by this paragraph 3.1 shall be in limits not less than the following:

\$2,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$50,000	Fire Damage (Any one fire)
\$ 5,000	Medical Expense (Any one person)
 - 3.2 Said certificate shall state that the policy required by paragraph 3.1 has been endorsed to name UDOT and State of Utah as an Additional Insured. See the last paragraph of item 7 and/or refer to the Supplemental General Conditions for the Waiver of Subrogation requirement.

4. AUTOMOBILE LIABILITY INSURANCE (For On-Site and Off-Site Operations)

- 4.1 Contractor shall provide, at their own expense, Automobile Liability Insurance for claims arising from the ownership, maintenance, or use of a motor vehicle at, upon, or away from the Project Site. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the Work, with the following minimum limits of liability:

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Per Occurrence

- 4.2 Said certificate shall state that the policy required by paragraph 4.1 has been endorsed to name UDOT and State of Utah as an Additional Insured.

5. UMBRELLA / EXCESS LIABILITY INSURANCE (For Automobile and Off-Site Operations)

- 5.1 Contractor shall provide, at their own expense, Umbrella / Excess Liability Insurance with coverages at least as broad as those of the primary policies set out in paragraphs 1-4 above, with limits as per paragraph 3 above.

6. AIRCRAFT LIABILITY INSURANCE

- 6.1 Contractor using its own aircraft, or employing aircraft in connection with the work performed under this Program shall maintain Aircraft Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.

- 6.2 Said certificate shall state that the policy required by paragraphs 6.1 has been endorsed to name UDOT and State of Utah as an Additional Insured.

7. VALUABLE PAPERS AND RECORDS COVERAGE (If Required)

- 7.1 Valuable Papers and Records and/or Electronic Data Processing (Data and Media) Coverage. The Architect and all engineering consultants of the Architect shall provide coverage for the physical loss of or destruction to their work product including drawings, specifications and electronic data and media.

Prior to entrance on the Project Site, enrolled and non-enrolled Contractor(s), subcontractors and sub-subcontractors shall provide to UDOT's Resident Engineer a Certificate of Insurance setting out coverages and limits on the certificate. Said certificate shall state that the policies required have been endorsed to provide that the insurers issuing said policies shall give UDOT and STATE OF UTAH not less than thirty (30) days prior written notice in the event of cancellation or change in coverage thereunder.

All policies required shall be endorsed to include Waivers of Subrogation in favor of UDOT and STATE OF UTAH. All insurance required shall be maintained without interruption from the date of commencement of the work throughout the warranty period as scheduled in the Contract Agreement. All insurance policies provided shall be primary and non-contributing with, and not in excess of, any other insurance available to UDOT.

CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

- I. Contractor/Subcontractor Responsibilities—The enrolled Contractor/Subcontractor is required to cooperate with UDOT and Willis on the administration and operation of the OCIP. The Contractor/Subcontractor's responsibilities shall include, but are not limited to:
- Inclusion of the OCIP Supplemental General Conditions in all contracts of any tier for eligible contractors; (contracts are intended to include purchase orders)
 - Timely and periodic provision of necessary contract, operations, and insurance information;
 - Immediate notification to UDOT Resident Engineer of all contracts awarded of any tier;
 - Maintenance and provision of payroll records for operations at the Project Site(s) and other records as necessary for NCCI reporting;
 - Compliance with applicable insurance administration, claim reporting, safety and loss control procedures; as well as,
 - Other duties and responsibilities outlined in the Contract Agreement.

ADMINISTRATION OF THE OCIP

Administration is an integral part of the success of the OCIP. Eligible Contractors/Subcontractors must be properly enrolled in the OCIP before access to the Project Site is allowed.

To properly manage the OCIP, the following procedures must be followed:

- ◆ Each eligible Contractor/Subcontractor prior to starting work for UDOT at the Project Site shall complete the OCIP Enrollment Form and submit said form to the UDOT Resident Engineer. UDOT will provide copies of the OCIP Manual, via their website, to all Contractor/Subcontractor(s) who bid the Project. Note: The date coverage will be effective under the OCIP is the later of the start date on the OCIP Enrollment Form or the date said form is received by UDOT's Resident Engineer.
- ◆ When an enrolled Contractor/Subcontractor, of any tier, awards a contract, the awarding Contractor/Subcontractor shall assure that its subcontractor completes the OCIP Enrollment Form and immediately forward the form to the UDOT Resident Engineer. The awarding Contractor/Subcontractor will be responsible for furnishing copies of the OCIP Manual, via UDOT's website, to all its subcontractors, and for assisting in securing the required enrollment form, certificate of insurance, and payroll/premium information from its subcontractors of all tiers.
 - The Contractor/Subcontractor should complete the OCIP Enrollment Form. This form must be promptly submitted to the UDOT Resident Engineer.
 - As part of enrollment in the OCIP, each contractor/subcontractor of any tier must furnish UDOT's Resident Engineer with a Certificate of Insurance evidencing Contractor/Subcontractor provided coverages.
 - Upon Willis' receipt from UDOT's Resident Engineer of the Certificate of Insurance evidencing the Contractor/Subcontractor provided coverages and the OCIP Enrollment Form, Willis will issue an OCIP Certificate of Insurance. The Workers' Compensation carrier will forward the required posting notices for transmittal to the contractor/subcontractor of any tier. The OCIP Certificate of Insurance evidences the applicable OCIP coverages.
 - If an enrolled contractor/subcontractor has been awarded more than one contract on this project, an OCIP Enrollment Form must be completed by the Contractor/Subcontractor for each contract and forwarded to UDOT's Resident Engineer.

UDOT ADDENDUM

SPECIAL CONDITIONS, INCLUSIONS AND EXCLUSIONS

Special Inclusions (Included but not limited to):

A. Owner-Controlled Insurance Program

This Project will be covered under an Owner-Controlled Insurance Program ("OCIP") administered by Willis. The requirements of the Owner-Controlled Insurance Program Manual, including UDOT Construction Safety and Health Manual, shall become a part of this Contract Agreement. Enrolled Contractor/Subcontractor shall cause all provisions and requirements of the OCIP to be included in any contract/subcontract agreement with all eligible lower tier contractor/subcontractor(s), regardless of tier, and shall assure compliance therewith by said lower tier contractor/subcontractor(s).

Loss Control Plan – Regardless of OCIP enrollment status Contractor/Subcontractor shall comply with all provisions of the UDOT Construction Safety and Health Manual for the Project and shall:

1. Be deemed Controlling Employer for purposes of its employees' safety and health pursuant to OSHA regulations;
2. Conduct safety inspections of all work areas as per UDOT Construction Safety and Health Manual, State or Federal regulations, whichever is more stringent;
3. Conduct safety meetings for all employees and provide a copy of the topics discussed and the meeting attendees to the Contractor's Safety Representative;
4. Assure all employees 1) pass a drug test and 2) attend safety training and orientation required by the Owner, Contractor and OCIP prior to starting work on the project as outlined in the UDOT Construction Safety and Health Manual;
5. Submit a copy of OSHA 300 Log to Contractor's Project Manager monthly.

The UDOT Construction Safety and Health Manual shall be the governing document on all job sites, unless regulatory requirements are more stringent.

Insurance Premium Audits - For insurance purposes, enrolled Contractor/Subcontractor agrees, and will require all tiers of contractor/subcontractor(s) to agree, to keep and maintain accurate records of its payroll for operations at the Project Site.

Contractor further agrees, and will require all tiers of enrolled subcontractor(s) to agree, to furnish to Willis of Utah or the Worker's Compensation carrier, full and accurate payroll data and information in accordance with the requirements of the Owner-Controlled Insurance Program Manual; to permit its books and records to be examined and audited periodically by the Worker's Compensation carrier or Willis of Utah and their respective representatives; and to provide any additional information as may be required. Further right of examination will include inspection, at reasonable time, of Contractor/Subcontractor's locations, or such parts thereof as may be engaged in the performance of this Contract.

Insurance on Change Orders - Contractor/Subcontractor shall price all Requests for Change Order pricing to exclude conventional insurance costs for the OCIP coverages identified in Section II.

CLAIMS ADMINISTRATION INTRODUCTION

This section of the Manual explains the procedures to be followed in the event of a claim. It is important that UDOT's designated insurance company be immediately notified of any claim situation for enrolled contractors. The OCIP is designed to provide certain coverage to UDOT and STATE OF UTAH and its enrolled Contractor/Subcontractors, however, the program does not change any of the Contractor/Subcontractor(s) contractual and/or statutory responsibilities for reporting claims.

Serious Injuries or Fatalities

Serious injuries or fatalities must be reported to UDOT's designated insurance company, and Willis, by telephone immediately.

"Serious Injury" includes but is not limited to:

- Fatalities
- All spinal cord injuries
- Burns to 10% or more of the body's surface
- Amputations or crushing injuries
- Eye injuries which may cause partial or full loss of sight
- Severe head injuries
- Occupational diseases of any kind
- Exposure to toxic substances
- Any single occurrence resulting in hospitalization of three or more persons.

In such cases, the Contractor/Subcontractor's supervisor shall have the primary responsibility to call for emergency medical care. UDOT requests that emergency services be coordinated by UDOT's insurance representative and Contractor's Safety Personnel. In addition, the Contractor/Subcontractor's supervisor shall make every effort to prevent further injury to others and to secure accident evidence and witness information, including but not limited to:

- Name(s), address(es) and telephone number(s)
- Machinery or equipment involved in the accident

CLAIMS DIRECTORY

OCIP ADMINISTRATOR:

Willis Insurance Brokerage of Utah
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, Utah 84121

Program Manager: Bruce E. Dennis
Program Administrator: Tonya Gallegos
Safety Manager: John Ritter

Phone #: (801)424-7039
Phone #: (801)424-7038
Phone #: (801)424-7037

WORKERS COMPENSATION CLAIMS ADJUSTERS:

Cheri Bridges, OCIP Claims Manager
Zurich North America
2000 W Sam Houston Parkway, Suite 1300
Houston, TX 77042

Toll Free #: (800)539-5375 x 7828
Phone #: (713)787-7828
Cell Phone #: (281)380-5400
Fax #: (713)787-5904

American Zurich Insurance Company
5445 DTC Parkway
Greenwood Village, CO 80111

Workers' Compensation Claims:

Toll Free #: (877)928-4531
Fax #: (866)691-7068

Claims Adjusters:

Jeff Bassett, Sr. Claim Specialist
[Email: jeff.bassett@zurichna.com](mailto:jeff.bassett@zurichna.com)

Phone #: (719)278-5529
Toll Free #: (800)987-3373
Fax #: (913)345-1582

For on-site investigations:

Margie Arnovitz
Email: margie.arnovitz@zurichna.com

Toll Free #: (800)777-9005
Phone #: (801)733-6590
Fax: (801) 733-6591

GENERAL LIABILITY CLAIMS ADJUSTERS:

Zurich American Insurance Company
9225 Indian Creek Parkway, Suite 700
Overland Park, KS 66210

Claims Team Manager: Kent Cherry, Liability Claims

Phone #:

(913)345-4327

Fax #:

(913)345-1582

Claim Specialist: Margie Arnovitz, Liability Claims

Email: margie.arnovitz@zurichna.com

Toll Free #:

(800)777-9005

Toll Free #:

(801)733-6590

Fax #:

(801)733-6591

BUILDERS' RISK CLAIMS ADJUSTERS:

Email: usz_carecenter@zurichna.com

Toll Free #:

(800)987-3373

Fax #:

(877)962-2567

EMERGENCY TELEPHONE

Fire and Ambulance

Phone #:

911

CLAIMS PROCEDURES

- A. What to do if one of your employees is injured on the job site.
- ◆ Immediately notify immediate supervisor or foreman. For enrolled contractors, supervisor or foreman then notifies UDOT's designated Insurance Carrier. Non enrolled contractors should notify their own insurance company.
 - ◆ Supervisor must take any injured employee to Project Site Safety Office or Construction Trailer to complete Acord Worker's Compensation - First Report of Injury or Illness and to obtain Zurich's Authorization for Medical or Hospital Treatment form. Seriously injured employees should be taken for medical treatment immediately. The First Report of Injury Form shall be mailed by the employer/supervisor in accordance with the instructions on the form. Forms are available on UDOT's website.
 - ◆ An accident investigation report must be completed on day of injury by the injured employee's immediate supervisor or foreman and delivered to UDOT's designated Insurance Carrier or be available for another insurance company if the contractor is not enrolled.
 - ◆ An enrolled contractors' injured employee must report back to UDOT's designated Insurance Carrier with a medical status report prior to returning to work.
- B. What to do if you are involved in an accident other than Workers' Compensation. (Examples: general liability, property damage, injuries to others).
- ◆ Immediately notify immediate supervisor or foreman. Supervisor or foreman then notifies Project Management.
 - ◆ Contractor/Subcontractor's supervisor or foreman completes accident investigation form and submits immediately to Project Management. For enrolled contractors the Project's Management will complete the Acord General Liability Notice of Occurrence/Claim and forward to the appropriate insurer's adjuster. Form is available on UDOT's website.
- C. Return to Work Program

The prompt return to work of all employees as soon as medically possible will support the needs of the injured employee, the Contractor/Subcontractor(s) and UDOT. In this regard, enrolled Contractor/Subcontractors will promote the return of their employees by providing alternative jobs involving activities commensurate with the physical limitations, which may be medically imposed.

Third Party Claims and Accident Reporting

A. Bodily Injury or Property Damage to Third Parties:

- ◆ Immediately obtain any necessary medical emergency services. Report all occurrences to the Zurich American Insurance Company where any member(s) of the public is injured or their property is damaged. Complete the Acord General Liability Notice of Occurrence/Claim immediately and forward:

1. Original and one copy to:

Zurich American Insurance Company
P.O. Box 20048
Kansas City, MO 64195-0048
Phone #: (800)777-9005
Fax #: (913)345-1582

C. Loss or Damage to the Work (Builders' Risk):

- ◆ When any physical loss or damage occurs to any part of the construction work, from whatever cause, complete the Acord Property Loss Notice immediately following the incident and forward to the Builders' Risk carrier, Zurich Insurance, and:

1. One copy to Zurich:

Email: usz_carecenter@zurichna.com
Fax #: (877)962-2567

2. One copy to: Willis of Utah, Program Administrator

D. Automobile Accidents (at construction job sites):

Although the OCIP does not provide automobile insurance, when auto accidents occur on or immediately adjacent to the construction work sites, forward a copy of your Auto Loss Notice to:

OCIP Program Administrator
Willis Insurance Brokerage of Utah Inc.
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, Utah 84121

****ALL claim forms referenced are available on UDOT's website****

LAWSUIT OR CITATION PROCEDURES

Upon receipt, the Contractor/Subcontractor shall immediately notify the Zurich Insurance claims adjuster by telephone of all lawsuits or citations filed against either UDOT or STATE OF UTAH or its contractor/subcontractor(s) of any tier, related to work performed on the Project Site. All lawsuits or citations shall, upon date of receipt, be forwarded by certified mail to:

Third Party Liability Lawsuits:
Zurich American Insurance Company
9225 Indian Creek Parkway, Suite 700
Overland Park, KS 66210

Attn: Gary Jardon – District Claims Manager

Phone #: (800)777-9005

Fax #: (913)345-1582

Worker's Compensation Claims:
American Zurich Insurance Company
5445 DTC Parkway
Greenwood Village, CO 80111

Attn: Jeff Bassett, Sr. Claim Specialist

Phone #: (719)278-5529

Email: jeff.bassett@zurichna.com

Fax #: (913)345-1582

Additional copies should be sent to:

1. Willis Insurance Brokerage of Utah
2890 East Cottonwood Parkway, Suite 350
Salt Lake City, Utah 84121

Bruce Dennis, Program Manager

Phone #: (801)453-0010

or

Tonya Gallegos, Program Administrator

Fax #: (801)942-6203

2. Utah Department of Transportation
Division of Risk Management
4501 South 2700 West
Salt Lake City, Utah 84114

Litigation Coordinator: Garr Ovard

Phone #: (801)965-3854

govard@utah.gov

Fax #: (801)965-4838

3. Copy for your files.

LOSS CONTROL PLAN

I. Safety Statement:

UDOT is committed to work place safety and health. Every effort will be made to maintain the Project Site free from recognizable hazards. Each employee of the Contractor and the employees of each Contractor/Subcontractor of any tier will be expected to adopt this same commitment to safety and health. During the construction of Projects the same attention will be given to safety, quality, and production. The goal of the Project Team is to create an accident free environment.

II. Safety Coverage:

The contractor's supervision, including Superintendent, Assistant Superintendent, Safety Representative and Foremen have received Hazard Awareness Training and will be responsible, along with Contractor/Subcontractors supervision for the enforcement of the Safety Rules and Regulations on the Owner's Projects. Proper personal protective equipment such as hard hats, eye protection, work style boots, pants with full leg coverage and shirts with sleeves at least 4" in length will be required on all projects.

III. Pre-Placement Evaluation/Drug Screen:

All workers will be required to pass a drug screen test prior to starting work on any of the Owner's projects. Contractor/Subcontractor is responsible for cost of all drug testing.

All Contractor/Subcontractor(s) of any tier are required to provide documentation of current employee drug screen. (Current is defined as having occurred within 6 months prior to starting work on project.)

Post accident drug testing will also be required, cost to be borne by OCIP insurance carrier for enrolled contractors.

IV. Training/Orientation:

The Contractor will provide Safety Orientation to cover the basics of Hazard Awareness, Hazard Communication, Fall Protection, Excavation Safety, and Housekeeping. This Orientation will be required for All employees prior to starting work at the job site. An orientation schedule will be established to provide ample time for Contractor/Subcontractors to attend before work is scheduled to begin. UDOT will require each attendee to sign in and to give their social security number prior to the start of each orientation class and Project Management will maintain the training documentation. The Orientation will be awareness training only and each Contractor/Subcontractor will remain responsible for training their employees in accordance with UDOT and Project Management's policies, OSHA Standards and site specific safety requirements.

All Contractor's and Subcontractor's supervisors will need to attend S.S.T. (Supervisor Safety Training) training produced by Zurich Insurance, approximately a 3 hour course.

V. Special Requirements:

All Contractor/Subcontractor(s) shall identify:

1. Who is responsible for enforcement of Safety Rules and Regulations
2. Who their competent persons are per OSHA's 1926 Regulations
3. Who is qualified to operate any equipment including, but not limited to; Forklifts, Cranes, Snorkel Lifts, Scissor Lifts, Lasers and Power Actuated Tools.
4. Who is responsible for notification to UDOT in case of injury or accident within Contractor/Subcontractor forces.

VI. Site Specific Safety Rules:

The Occupational Safety and Health Standards for the Construction Industry 29 CFR 1926 latest revision and any State, Local and Project Safety Rules and Regulations will be the minimum requirements for all work performed on this Project. However, the following is a list of specific rules which may exceed the OSHA requirements and which will be enforced on any covered project:

1. Hard Hat, Long Pants, T-shirt (minimum) and Work Boots are required at all times in construction area. Safety glasses are required.
2. Fall Protection will be required for All employees subject to a fall of 6'0" or greater. Such protection can be provided through the use of personal fall arrest systems, hole covers, guardrails and safety nets. Safety plans as defined in the OSHA Subpart M Standard are acceptable in meeting this requirement. (Personal fall arrest system shall include a full-body harness.) (Lanyards shall be of the shock absorbing, double-lock type.) Where personal fall arrest systems are required, tie off will be 100%.
3. Handrails with toe boards are required on scaffolds where platforms are 6'0" or greater above the floor. If the least dimension of a scaffold is 45" or less, the requirement shall start at 4'0" above the floor.
4. All electrical tools or extension cords, which are damaged, shall be removed from service. Tape is not an acceptable repair for damaged electrical cords.
5. All accidents, no matter how minor, will be investigated to determine how they can be prevented, with copies of the accident report and investigation forwarded to Project Management and UDOT's designated Insurance Carrier.
6. Confined space entry requires special permitting on UDOT's covered projects. Contact Project Management to obtain such permits.
7. The use of a crane to lift, lower, and/or suspend work platforms shall be permitted only when other means of reaching the work area are not feasible. And then only with the written permission of Project Management with all procedures as outlined in the OSHA standards and UDOT Construction Safety and Health Manual being used.

-
8. The UDOT Construction Safety and Health Manual outlines Contractors activities and controls for the avoidance of adverse environmental occurrences and shall be followed by all contractors and subcontractors on the site.
 9. The superintendent or foreman for each Contractor/Subcontractor shall report to the Site Safety Representative on their first day on the job to insure that all required information has been received and the orientation has been completed prior to start of work.

VII. Safety Responsibility

The responsibility for maintaining a safe and healthful job site rests with the Project Management of each Contractor/Subcontractor. The Project Management will be assisted by the Site Safety Representative (where applicable), assistants, foremen, and each employee assigned to the Project(s). Each Contractor/Subcontractors corporate safety staff and management shall be available to UDOT and designated Insurance Carrier as needed to insure an overall safe and healthful job site.

VIII. Tool and Safety Equipment

Each Contractor/Subcontractor will be responsible for furnishing all required tools, safety supplies, and equipment required to safely perform their scope of work.

Each Contractor/Subcontractor will be responsible for inspection and maintenance of all safety related tools and equipment.

IX. First Aid and Medical Treatment

Each Contractor/Subcontractor shall provide a first aid kit for the use of their employees. A first aid log shall be maintained and made available to UDOT and designated Insurance Carrier upon request.

Each Contractor and Subcontractor shall have at least one employee who is trained in first aid on the job site at anytime they have employees working on the Project Site.

Arrangements have been made to handle all minor injuries, which may occur on the job site. (Injuries which do not require an ambulance for transportation.) Refer to Claims Procedures.

Disposal of used first aid materials containing blood and/or other body fluids shall be according to Health and Safety standards. Each Contractor/Subcontractor will be responsible for the disposal of materials used by their employees.

X. Accident Investigation:

Each accident shall be investigated by the employee's supervision. The Supervisor's Accident Investigation Form shall be used. Accidents will also be investigated by the Insurance Company's Loss Control Department.

XI. Protection of the Public:

Each Contractor/Subcontractor shall take all necessary precautions to prevent injury to the public or damage to the property of others. All traffic control shall be in compliance with the Manual on Uniform Traffic Controlled Devices (MUTCD).

1. Work shall not be performed in any area occupied by the public unless specifically permitted by the contract or in writing by the Project Management.
2. When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings and vehicular roadways, the Contractor/Subcontractor shall protect the public with appropriate guardrails, barricades, temporary partitions, shields and adequate visibility.
3. Appropriate warnings, signs and instructional safety signs shall be conspicuously posted where necessary. In addition, a signalman shall control the moving of motorized equipment in areas where the public might be endangered.

XII. Tours of the Site

Tours of the Project Site shall be appropriately coordinated. Non-project related tours will be coordinated through UDOT. Refer to Visitors Log in UDOT Construction Safety and Health Manual.

Immediately prior to entering the construction site, all visitors are to be briefed concerning careful and orderly conduct, including identification of any specific hazards they may encounter, routes to be used, escorts, etc.

XIII. Safety Meetings:

Each Contractor/Subcontractor shall hold weekly safety meetings with their employees. Copies of Safety Meeting records shall be maintained by Project Management.

A job wide safety meeting will be held by the Contractor/Subcontractor Management once per month. This meeting will be attended by all field employees working on the Project Site. Attendance is mandatory.

Monthly safety committee meetings will be conducted. Every Contractor/Subcontractor is required to send their safety representative and/or management representative to all such meetings.

XIV. Hazard Communication & Safety Program:

The Contractor has a complete Safety & Hazard Communication Program which is available for review at the job site. This program includes keeping a file of material safety data sheets on all materials which are brought on to the job site.

Each Contractor/Subcontractor shall furnish one copy of their Safety Program & Hazard Communication Program, and a Material Safety Data Sheet file, to the General Contractor before work is started. All HAZ COM Program & Material Safety Data Sheets, will be available for review by any employee working at the Project Site.

XV. Emergency Information:

In case of any emergency which requires E.M.S., the Fire Department, or the Police, contact the Project Supervisor or call the Project Management or designated Insurance Carrier.

Each Contractor/Subcontractor shall post a list of emergency phone numbers along with the type of information to be transmitted for an emergency situation at each phone, which may be used in an emergency.

The Contractor shall be notified of any incident or accident, no matter how minor, immediately.

Emergency Evacuation

Upon notification by the Project supervision, security, or manager, all employees shall report to their respective job trailer (assembly area) in order for their supervisor to verify their presence. If site evacuation is ordered, all employees will be transported to the employee parking area for an orderly exit of the job site. Accurate employee count must be kept.

CAUTION:

No employee shall leave the job site during working hours or during an emergency without notifying their supervisor. This will allow an accurate count of employees at all times. In case of an emergency, the supervisor will either release employees to leave the site or return to work as directed by the Project supervision.

XVI. Job Hazard Analysis:

Job Hazard Analysis will be completed by each foreman prior to work start up and reviewed with the affected crew. A new job hazard analysis is required any time the construction activities being performed by the crew change.

XVII. Safety Inspections:

Each Contractor/Subcontractor will complete weekly documented safety inspections. All identified hazards will require correction by an identified responsible supervisor. Follow-up will be done by each Contractor/Subcontractor to insure that corrections have been made. Copies of the completed inspection reports will be made available to the Project Management or designated Insurance Carrier.

XVIII. Disciplinary Action:

The Contractor is required to have a disciplinary action program which includes the issuance of a written citation for safety violations.

UDOT Owner Controlled Insurance Program (OCIP) Safety Overview

The effectiveness of the Safety and Health Program will depend upon the active participation and personal cooperation of all. Project cooperation and coordination of efforts toward carrying out the overall safety responsibilities are needed for an effective program.

The UDOT / OCIP Team will assist in monitoring Contractors and/or Subcontractors implementation and application of their respective safety programs and the UDOT / OCIP safety programs at the work site. The UDOT / OCIP Team has the authority to stop work when either site conditions and/or work practices present an imminent danger (i.e. may result in serious injury, death or extensive property damage) until those conditions and/or practices are corrected.

- Each Contractor shall be held responsible for its own and its Subcontractors compliance with the project safety requirements.
- Each Contractor and its Subcontractors shall establish and enforce an effective disciplinary program.
- Each Contractor and its Subcontractors shall designate an on the job safety Administrator. This may include a supervisor/foreman with safety knowledge. This will be the UDOT / OCIP Team's contact for safety concerns.
- All Contractors and Subcontractors supervision will need to attend S.S.T. training produced by the insurance carrier, approximately a 3-hour course.
- All employees (Contractors, Subcontractors, Engineers, etc.) working on the job will need to attend a construction orientation produced by the insurance carrier, approximately a video and 3-page job rules and questions. (Must be completed before beginning work on the site.)
- All employees (Contractors, Subcontractors, Engineers, etc.) working on the job shall have the proper Personal Protective Equipment for the job task they are performing. At the minimum a hard hat, safety glasses, safety vest, long pants, shirt with minimal 4-inch sleeve and work boots.
- All employees (Contractors, Subcontractors, Engineers, etc.) shall have the proper training for the job task they are performing (confined space, fall protection, powder actuated tools, traffic control, equipment operating, etc.).
- Each Contractor and its Subcontractors shall at a minimum conduct a weekly safety meeting with all employees.
- Each Contractor and its Subcontractors shall assure that a qualified "Competent Person" is provided at work locations where required by OSHA.
- Each Contractor and its Subcontractors shall assure that all applicable forms (confined space permit, hot work permit, lock out/tag out, critical lift checklist, JSA, excavation permit, etc.) are provided at work locations where required by OSHA.
- Each Contractor and Subcontractor shall adhere to a 100% drug/alcohol free work zone. At a minimum a pre-employment and post accident testing is required. The Contractor will bear the cost or expenses associated with pre-employment testing. The Insurance Carrier will bear the cost of the post accident testing.

This is only a brief overview of the UDOT Construction Safety and Health Manual. In the event of a conflict between the provisions of this overview, the OCIP manual and applicable local, State or federal safety and health laws, regulations and/or standards, contract documents or the Contractor's Safety Plan, the more stringent shall apply

UDOT OCIP Enrollment Form

PROJECT INFORMATION

Project Name _____
Awarding Contractor _____ Prime Contractor: _____
Type of work to be done _____
Start Date: _____ End Date _____

CONTRACTOR INFORMATION

Your Company Name _____ Indv ___ Ptshp ___ Corp ___ J/V _____
Your Company's Federal Employer Identification Number: _____
Does your company fall under: _____ MBE _____ WBE _____ DBE
Your Address: _____
Office Contact: _____ Phone: _____ Fax: _____ Email: _____
Site Contact: _____ Phone: _____ Fax: _____
Safety Contact: _____ Phone: _____ Fax: _____
Payroll Contact: _____ Phone: _____ Fax: _____ Email: _____

CONTRACT INFORMATION

Contract Value \$ _____ UDOT Project Number: _____
Estimated Project Payroll _____ Job class codes: _____
% Self Performed Work _____ % Subcontracted Work _____ Estimated # of Subcontractors _____

CURRENT INSURANCE INFORMATION

Contractor's Worker's Compensation & General Liability Insurance Broker or Agent:
Company Name: _____ Contact: _____
City: _____ Phone: (____) _____

Certificate of Insurance including wording as required by contract must accompany this form.

This form must be submitted to the UDOT Resident Engineer

This enrollment form must be received PRIOR to starting work on the Project.

APPENDIX A

Designated Workplaces Exclusion Endorsement

Original Printing

Effective April 1, 1984

[WC 00 03 02](#) Standard

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from _____

Source: Designated Workplaces Exclusion Endorsement, [WC 00 03 02](#), National Council on Compensation Insurance, Effective April 1, 1984.

This endorsement excludes from coverage injuries incurred at workplaces described in the endorsement. It is often used when the insured is a contractor who is working on a large construction project subject to a wrap-up plan, a single consolidated insurance plan covering all parties to a construction contract. It may also be used when the employer has more than one workers compensation policy to exclude workplaces covered under the other policy; in such cases the endorsement would be filled out with a notation such as "any workplace covered by policy # _____ issued by _____ Insurance Company."

**COMMERCIAL GENERAL
LIABILITY CG 21 54 01 96**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPENDIX B

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s) : (list the OCIP project you are working on)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2. , Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) :

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

CG 21 54 01 96